

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

STANDARD FIXED-FEE ENGINEER'S CONTRACT
PROJECT NUMBER: BI-JD-316A
CONTRACT NUMBER: BI-JD-316A-ARC

This contract for professional services herein designated in connection with the project entitled

**Roof Replacement and Masonry Repairs
New Haven County Courthouse
235 Church Street
New Haven, CT**

is entered into this 10th day of October, 2008, by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

**Wiss, Janney, Elstner Associates, Inc.
2 Trap Falls Road, Suite 502
Shelton, CT 06484**

hereinafter called the Engineer;

WITNESSETH, that the State and the Engineer, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

1. The Engineer shall provide professional services for the project in accordance with Exhibit A and the "Terms and Conditions of Contract between State and Engineer," Department of Public Works Form CS-3E dated February 9, 1998, and last revised June 13, 2007, which document is attached hereto and made a part hereof.

WJ JE not to exceed

2. The Engineer's total fee of **Two Hundred Thirty-five Thousand One Hundred Three Dollars (\$235,103.00)** shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
 - A. Schematic Design Phase: **Sixteen Thousand Three Hundred Fifty Dollars (\$16,350.00);**
 - B. Design Development Phase: **Twenty-one Thousand Eight Hundred Dollars (\$21,800.00);**
 - C. Contract Documents Phase: **Thirty-two Thousand Seven Hundred Dollars (\$32,700.00);**
 - D. The Engineer shall be paid a sum of **Ten Thousand Nine Hundred Dollars (\$10,900.00)** within 120 calendar days after the documents to be provided in the contract documents phase are approved by the Department of Public Works or when the State's construction contract with the general contractor is signed, whichever occurs first;
 - E. In the event the State approves and allocates funds for construction, a sum of **Twenty-seven Thousand Two Hundred Fifty Dollars (\$27,250.00)** shall be paid to the Engineer for construction administration services, if such administration is requested by the Department of Public Works. This sum includes the costs of services of any clerical and/or technical assistants working in the Engineer's office or in the field. Said sum shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum. An additional 5% of the construction administration sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.


The duties of the Engineer for said construction administration are as indicated in Article VII of the "Terms and Conditions of Contract between State and Engineer."

In the event the Commissioner of the Department of Public Works, hereinafter called the "Commissioner," determines that the Engineer has not performed its services as required by this contract, then the equal monthly installments shall be adjusted to a percentage commensurate with the level of the actual performance of the construction administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Engineer's actual improvement of performance of construction administration services. The issue of the Engineer's performance of services shall be determined by the Commissioner.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the construction administration sum. An additional 5% of sum shall be payable upon Certification of the Final Application for Payment. The balance of the construction administration sum shall be payable upon (1) completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings.

Nothing contained herein shall limit the State's right to terminate or suspend this contract pursuant to Articles VIII and IX of the Terms and Conditions of the contract.

It is understood that the Engineer's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Engineer." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Engineer." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner in the event of termination or suspension, as provided in Articles VIII and IX of the "Terms and Conditions of Contract between State and Engineer."

3. The Engineer shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Public Works, within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing. The Engineer shall not commence any phase work under the contract until the Engineer receives written authorization to proceed from the DPW Project Manager.
 - A. Schematic Design Phase: 49 calendar days after receipt of written notice to proceed;
 - B. Design Development Phase: 28 calendar days after receipt of written notice to proceed;
 - C. Contract Documents Phase: 42 calendar days after receipt of written notice to proceed.
4. The Engineer's design shall be based on a total construction budget of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00)**.
5. The scope of professional services to be provided by the Engineer under this contract is set forth in "Exhibit A."
6. The Engineer shall submit the following materials for review and approval:
 - A. Schematic Design Phase: 7 sets of full-size drawings, 3 sets of half-size drawings; 7 sets of specifications; and 7 sets of detailed cost estimates; **and, if necessary, 7 sets of the Masonry Test Report;** 
 - B. Design Development Phase: 7 sets of full-size drawings, 3 sets of half-size drawings; 7 sets of specifications; and 7 sets of detailed cost estimates;
 - C. Contract Documents Phase: 7 sets of full-size drawings, 3 sets of half-size drawings; 7 sets of specifications; and 7 sets of detailed cost estimates.
7. The Engineer shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Public Works. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public

Works, the Engineer shall submit an electronic copy of all drawings in a format approved by DPW. Upon completion of construction of the project, the Engineer shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Engineer at no additional cost to the State.

8. The following provisions modify the "Terms and Conditions of Contract between State and Engineer": N/A
9. Entire Agreement No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives shall be valid or enforceable unless embodied in the provisions of this contract.
10. Connecticut Law It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.
11. Approval of the State Properties Review Board As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Engineer contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Engineer's work can begin. By providing services without a properly executed contract, the Engineer accepts the risk that payment will not be made by the State of Connecticut.
12. Approval of the Attorney General's Office This contract shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, an Associate Attorney General of the State of Connecticut, or an Assistant Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Public Works, and the Engineer have executed this contract.

Attested by:

State of Connecticut

Holly J. Hart
Witness HOLLY J. HART

By Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner
of the Department of Public Works

Diane M. Chace
Witness DIANE M. CHACE

Date signed: 10-10-08

Attested by:

Wiss, Janney, Elstner Associates, Inc.

Cheryl Bunosso
Witness Cheryl Bunosso

By James R. Triano
JAMES R. TRIANO
UNIT MANAGER AND
Its ASSOCIATE PRINCIPAL, Duly Authorized

Paul C. Lanteri
Witness PAUL C. LANTERI

Date signed: 9/24/08

Approved as to form:

Julia B. NK
ASSOC. ATTY. GENERAL Attorney General

Date signed: 11/4/08

EXHIBIT A

**Roof Replacement and Masonry Repairs
New Haven County Courthouse
235 Church Street
New Haven, CT
Project No. BI-JD-316A
Contract No. BI-JD-316A-ARC**

Section I

The scope of professional services to be provided by the Engineer under this contract consists of providing the services called for in the contract in connection with the following construction work:

The Facility is a nine (9) story occupied courthouse located at 235 Church Street, New Haven, Connecticut. It is currently under the care and custody of the Judicial Branch. The exterior façade of the Building consists of limestone panels with masonry construction and the roof structure is relatively flat with a single-ply membrane.

The scope of work shall encompass a roof replacement design for the existing roofing system which may also include additional testing and evaluation along with masonry repairs to the upper level of the building, specifically in the parapet areas. Also, as part of this scope, the curtain wall and circular windows on the seventh through ninth floors located over the rear employee parking area will require investigation and, if needed, repair.

In addition, the project shall include, but not be limited to:

- Masonry repairs related to water infiltration problems at the 7th, 8th, and 9th floors
- Resealing of joints between the limestone panels on the building's façade
- Repair of all cracked limestone panels

To complete the scope of work, the Engineer shall include, but not be limited to, the following:

- Review the existing contract documents and previous reports related to the scope of work to be provided by the Judicial Branch and DPW and visit the site to verify existing conditions and construction details.
- Based on the results of the field verification activities, the Engineer shall prepare schematic drawings, preliminary outline specifications setting forth options for roofing and wall rehabilitation systems and an estimate of probable construction costs to complete the recommended work.
- Review documents with the Judicial Branch and DPW.
- Confer with the Judicial Branch and DPW to confirm restrictions to construction work, access to work and temporary provisions for the construction of the project.
- Review and adjust, as necessary, the estimate of probable construction costs.

Section II

The Engineer shall provide the following additional services. The Engineer shall be compensated for said services in the amounts specified below, which amounts are included in the Engineer's total fee stated in Paragraph 2 of the contract. Said amounts include all sub-consultants fees and the Engineer's overhead and profit.

A. Site Investigative and Testing Services

The Engineer shall provide the following site investigative and testing services. The Engineer is authorized to engage the services of a contractor and laboratory testing service for the services set forth in this subsection.

Masonry Probes and access for Water Testing

Contractor assistance shall be needed for access to the upper levels of the exterior walls by means of a motorized lift or swing staging, to make exploratory openings through the wall and roofing systems, as necessary, and provide traffic control for the following tasks performed by the Engineer:

Conduct water tests on the masonry walls in conformance with American Society for Testing and Materials (ASTM) C1601 Standard Test Method for Field Determination of Water Penetration through Masonry Wall Surfaces and/or ASTM E1105 Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference in order to determine the water resistance characteristics of the wall.

Provide laboratory testing to determine the compressive strength of the mortar and the water absorption properties of the brick masonry for development of the design if warranted by results of water tests. The Engineer shall submit documentation of costs to DPW for approval prior to conducting the tests. The Test Reports shall be submitted to DPW during the Schematic Design Phase in accordance with Paragraphs 3 and 6 of the contract.

For the above services, the Engineer shall be paid a **not to exceed fee of Forty-four Thousand Three Hundred Twenty-three Dollars (\$44,323.00)**, as indicated below based on the rates stated below:

1. Masonry and Roof Probes: **Twenty-nine Thousand Nine Hundred Twenty-three Dollars (\$29,923.00).**
2. Conduct Water Tests: **Three Thousand Eight Hundred Forty Dollars (\$3,840.00).**
3. Rental of Testing Equipment: **One Thousand Nine Hundred Ten Dollars (\$1,910.00).**
4. Laboratory Testing: **Eight Thousand Six Hundred Fifty Dollars (\$8,650.00).**

The rates are as follows:

1. Masonry and Roof Probes

Allowance for 120 foot lift for 2 days = \$8,500

Operator / Masons for 30 hours Saturday at \$87.00/hr. = \$2,610

Operator / Masons for 30 hours Sunday at \$108.00/hr. = \$3,240

Allowance for masonry materials and fuel surcharge = \$600

Allowance for permits and traffic control = \$6,900

Contractor overhead and profit = \$3,277

16 hours Roofing Mechanic on weekday at \$94.00/hr = \$1,504

Allowance for Roofing Materials & Fuel surcharge = \$300

Contractor overhead and profit = \$272

2. Conduct Water Tests

24 hours of Professional Engineer / Senior Associate time @ \$160/hr.

3. Rental of Testing Equipment

Allowance for ASTM C1601 Test Chamber for 2 days = \$470
Allowance for ASTM E1105 Spray Rack for 2 days = \$350
Allowance for Delmhorst Moisture Meter for 2 days = \$50
Allowance for Infrared Thermography Camera for 2 days = \$840
Allowance for water hoses, extension cords (if necessary) = \$200

4. Laboratory Testing

Petrographic testing of masonry at \$600 per test x 3 = \$1,800
X-ray diffraction testing at \$400 per test x 2 = \$800
Water extraction testing at \$550 per test x 2 = \$1,100
Freeze-thaw cycle testing of limestone at \$3,000 per test x 1 = \$3,000
Compression strength of bricks at \$200 per test x 4 = \$800
Water absorption of bricks: 24 hour cold water test = \$750
Water absorption of bricks: 5 hour boiling test = \$400

B. Expanded Construction Administration Services

In addition to the Engineer's duties during construction identified in Article VII of the Terms and Conditions of the contract, the Engineer shall provide the following expanded construction administration services.

- In accordance with the DPW's Consultants Procedure Manual the Engineer shall provide expanded construction administration (CA) services.
- Services will begin with the start of the Construction Administration Phase of the project and will be full time combined with the Engineer's basic Construction Administration services, for a duration that does not exceed four (4) months. The services may not be limited to five (5) days a week. Provide approximately sixty-eight (68) field visits beginning with the start of the Construction Administration Phase.
- Work under the direction of the DPW Project Manager in conjunction with the Department of Public Safety and other State and Federal agencies having jurisdiction.
- Construction Schedule
 - Review and recommend for approval the construction schedule submitted to the State by the general contractor. Review the schedule for compliance with the contract documents and inform the State of any deficiencies. Forward its recommendation for approval to the DPW.
 - Record, monitor, review, and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the contract documents, project conditions, and approved construction schedule.
 - During the progress of construction, the Engineer shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DPW and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates.
 - Provide monthly updated status reports documenting all changes to the master precedence construction network schedule and provide an impact analysis of any variances to the approved construction schedule.

- Review and submit a Contractor's Evaluation form provided by DPW at 50% and 100% completion of the project.
- Schedule of Values
 - Review and recommend for approval the schedule of values payment as submitted to the State by the general contractor. Review the schedule of values for compliance with Article 27 of the General Conditions of the Contract for Construction, inform DPW of any deficiencies, and provide a copy of the schedule of values to DPW. The Engineer shall forward its recommendation for approval to the DPW.
- Periodic Requisition for Partial Payment
 - During the progress of construction, obtain from the general contractor monthly requests for partial payment. Review and recommend for payment in accordance with Article 28 of the General Conditions of the Contract for Construction and inform DPW of any deficiencies. The Engineer shall forward its recommendation for approval to the DPW.
- Project Meetings
 - Establish, conduct, record, and distribute minutes of all project meetings, which shall include, but not be limited to, the following meetings with the participants as required:
 - Weekly project meetings with the client agency, DPW, the general contractor, and the Engineer.
 - All other meetings that State officials may require.
- Supervision and Inspection
 - Inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. Review the shop drawings for compliance with the contract documents. The Engineer shall act as the State's liaison with the general contractor. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State additional details or information when required for proper execution of the work.
 - Conduct on-site daily inspections and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the contract documents.
 - Coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the State.
 - Immediately report in writing to the DPW whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DPW and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - Coordinate and schedule, in the presence of appropriate personnel, all tests, equipment/systems start-ups, and operating/maintenance training. Maintain adequate records thereof, and observe, record, and report in writing to the DPW appropriate details relative to the test procedures and start-ups.
 - When requests for clarifications and interpretations of the contract documents are needed, the Engineer shall initiate, track, process, and respond to all said requests for clarifications and interpretations in writing. Clarifications and interpretations issued by the Engineer shall be transmitted to the general contractor by the Engineer after review thereof by the DPW Project Manager.

- Consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report, in writing, its related recommendations to the DPW Project Manager. The Engineer shall then transmit to the general contractor decisions issued by the Engineer.
- Review the safety program for the project provided by the general contractor. The Engineer shall notify the general contractor and the DPW in writing of any violations of the safety program. The Engineer shall stop the construction work if it perceives that a life-threatening situation exists. This action must be reported to the DPW Project Manager immediately in writing.
- Coordinate and schedule all inspections as required by the State Department of Public Safety and/or the authority having jurisdiction. The special inspector and testing labs will be hired by DPW.
- Obtain weekly certified payrolls, file the certified payrolls with the monthly payment requisition at the appropriate location at the job site, and periodically monitor the weekly certified payrolls as they apply to the prevailing wage laws to confirm compliance with the laws, the number of people on site was accurate, and the payments are correct.
- Documentation, Records, and Reporting
 - Maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
 - Keep a daily diary or log book recording the general contractor's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures.
 - Record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.
 - Maintain a monthly photo log of events of all major activities and all activities that require additional attention.
 - Prepare and provide monthly progress reports to the State and the client agency. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Engineer for meeting either the project schedule or the construction budget.
 - Examine submittals made by the general contractor and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Engineer shall review and monitor all costs of such revisions or additions.
- Change Orders
 - Review, evaluate, keep a log of, and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all backup

material. Make a recommendation for any change order. The Engineer shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Engineer shall forward its recommendation, in writing, to the State for approval.

- If requested by the State, negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiations sessions shall have a written record of the meetings and exchanges prepared by the Engineer for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a record of the general contractor's and the client agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.
- Construction Budget
 - Monitor and update the construction budget on a weekly basis, and submit a monthly report to the DPW identifying activity variances between actual, budget, and projected costs. The report shall include a trend analysis for the project and indicate the balance to date of the construction contingency for the project.
- Project Closeout
 - Receive and review as-built drawings and submit them, if they are correct, to the DPW, which shall in turn return them to the Engineer to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Engineer shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests and approvals.
 - The Engineer, in conjunction with the DPW, shall prepare a punch list, and conduct an inspection to determine if the construction work is in compliance with the contract documents.
 - The Engineer, in conjunction with the DPW and the building authority having jurisdiction, shall make a recommendation on substantial completeness of the project and obtain certification of occupancy as required.
 - The Engineer shall observe whether all items on the punch list have been completed and make recommendations to the DPW concerning acceptance of the work. The Engineer shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed.
 - The Engineer shall then, in conjunction with the DPW, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Engineer shall recommend in writing to the DPW acceptance of the work and final payment to the general contractor.
- Payments to General Contractor
 - The Engineer shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Engineer shall process such applications in accordance with the DPW's procedures and accounting requirements ensuring that the applications for payment include the Engineer's signature and concurrence on the progress of the construction work. The Engineer shall monitor the general contractor's payments made to its subcontractors and report to the DPW on any potential irregularities.
- Claims and Disputes

The action taken, services rendered, and data gathered by the Engineer are key elements with regard to construction claims. The Engineer shall perform the following:

- Administer the construction contract fairly and in accordance with the contract terms and conditions.
 - Identify potential problems, evaluate the conditions involved, and coordinate with the general contractor to prevent or minimize problems.
 - Refute promptly, in writing, any written statements by the general contractor that are not correct.
 - Keep in a separate file complete documentation of claims or potential claim activities.
 - Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the State, the DPW Project Manager, the Attorney General, and outside counsel, as required, within the duration of this contract.
- The Engineer covenants and agrees that it shall perform its services under this contract in accordance with the standards and practices of its profession.

The Engineer shall be compensated for said expanded construction administration services in an amount **not to exceed Eighty-one Thousand Seven Hundred Eighty Dollars (\$81,780.00)** at an hourly rate of \$145.00 per hour, including expenses.

The requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked and rates applied. The Engineer shall certify that the amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to audit the Engineer's records at any reasonable time. It is specifically understood that the pre-approved hourly rates shall only apply for the period of time that the person is actually working on the project.

Exhibit B

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or the Office of Diversity Programs at (860) 713-5308.

Signed by Commissioner Raeanne V. Curtis on September 21, 2007.

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
FORM CS-3E
February 9, 1998
Last Revision June 13, 2007**

**TERMS AND CONDITIONS OF CONTRACT
BETWEEN STATE AND ENGINEER**

I. GENERAL

The amount of the total construction budget noted in Paragraph 4 of this contract is to include all construction work and the connecting up of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building. This amount is not to be exceeded except by prior and express written permission from the State.

II. ENGINEER'S SERVICES

- A. The Engineer agrees to prepare and furnish documents as set forth in Article VI.
- B. The Engineer agrees to follow the Department of Public Works written guidelines set forth in the manual entitled "Consultants Procedure Manual" dated March 24, 2005, and prepared by the State of Connecticut, Department of Public Works, given to him prior to the contract signing, and which may be modified from time to time. These guidelines are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Engineer shall consult with the Department of Public Works Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Engineer for review and approval by the State shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Engineer require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall pay such approved registered consultants in proportion to payments received by the Engineer as set forth in Article IV and shall submit evidence of such payments upon request by the State.
- E. The Engineer covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- F. The Engineer, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Engineer in the performance of this contract; provided, however, that the Engineer shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Engineer.

III. INSURANCE

The Engineer for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Engineer must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

A. Statutory Workers' Compensation and Employers' Liability:

- | | |
|----------------------------|-------------------------|
| 1. Workers' Compensation: | Statutory limits |
| 2. Employers' Liability: | |
| Bodily injury by accident: | \$100,000 each accident |
| Bodily injury by illness: | \$100,000 each employee |
| | \$500,000 policy limit |
- B. Commercial General Liability:
- | | |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence |
| | \$2,000,000 annual aggregate |
- C. Comprehensive Automobile Liability
(to include owned, non-owned and hired vehicles):
- | | |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence |
| | \$1,000,000 annual aggregate |
- D. Professional Services Liability Insurance: The Engineer shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Engineer agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract and for five years after substantial completion of the project. For policies written on a "Claims Made" basis, the Engineer agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Engineer shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Engineer's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Engineer under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverage will not be changed, cancelled or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

IV. PAYMENT OF ENGINEER'S FEE

- A. The State agrees to pay the Engineer for the services herein described the total fee set forth in Paragraph 2 of this contract. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Engineer has substantially changed as determined by the Commissioner of the Department of Public Works, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Engineer's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by the Department of Public Works.

V. SPECIAL SERVICES

- A. Should it be necessary for the Engineer to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Engineer for the cost of such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. The Engineer's selection of the consultant retained in connection therewith is to be submitted for approval.
- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in engineering practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Engineer's selection of

the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Engineer for the cost of any such services and in addition shall also pay the Engineer ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

- C. Should the Engineer itself wish to perform special services as described in Sections A and B of this article, the Engineer shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Engineer be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Engineer to perform the work with its own forces based on its quotation, and shall notify the Engineer accordingly.
- D. If at any time during the term of this contract the State should require the Engineer to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Engineer of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Engineer shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Paragraph 4 of this contract, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Engineer to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, he shall perform such duties without receiving additional compensation.

In addition, if at any time during the term of this contract the State should request the Engineer to reduce the scope of services originally agreed upon under this contract, the Engineer shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount determined by the Commissioner.

- E. For reuse by the State of the drawings and specifications prepared by the Engineer under this contract, the Engineer shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

VI. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE ENGINEER WHEN AUTHORIZED

A. Schematic Design Phase

The Engineer must receive written notice from the State to proceed with the schematic design phase before commencing the phase. Pursuant to conferences with the State, designs shall be prepared by the Engineer to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Engineer shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Engineer shall engage his consultants as set forth in Section D of Article II. The Engineer shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Engineer shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the State when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

If the estimate agreed to by the State and Engineer exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Engineer shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Engineer to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Engineer.

B. Design Development Phase

The Engineer must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. The Engineer shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Engineer.

If the estimate agreed to by the State and Engineer exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Engineer shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Engineer to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Engineer.

At this phase, a rendered colored and framed perspective drawing shall be submitted together with three (3) 8" x 10" black and white photographs thereof.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Engineer proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Engineer from any responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by this contract.

C. Contract Documents Phase

The Engineer must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract.

A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Engineer shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract. Such review and approval by the State does not relieve the Engineer of responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by the contract.

If the estimate agreed to by the State and Engineer exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Engineer cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Engineer's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Engineer shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Engineer to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Engineer.

If the project involves either new construction and/or additions to an existing facility, the Engineer will consult with the client agency and develop the first year estimated operating cost for the project's utilities including, but not limited to, heating, cooling, water and sewer.

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Engineer prior to the State's going to bid.

When the Engineer has incorporated all comments and the documents are ready for bidding, the Engineer will submit the tracings, master specifications, and a CD ROM disk of both to DPW. This submission will conclude the contract documents phase of the contract.

D. Bidding Process

In the event the Department of Public Works bids the contract drawings and specifications, the Engineer shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

VII. ENGINEER'S DUTIES DURING CONSTRUCTION

- A. If the Engineer's services during construction are requested as set forth in Subparagraph 2E of this contract, the Engineer shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Engineer shall not, however, be required to undertake continuous on-site observation of the work. If the Engineer fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.
- B. Additionally, it is understood and agreed to by the Engineer and the State that, should the Engineer's services during construction be requested, such services shall include, but not be limited to, the following:
1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Engineer shall not be required to guarantee the performance of the general contractor or his subcontractors;

The Engineer is obligated to immediately notify the DPW project manager, in writing, whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents.
 2. attend job meetings as required, at which the Engineer shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
 3. submit to the Department of Public Works on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
 4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
 5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
 6. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the Department of Public Works assents to written notification of why this cannot be accomplished;
 7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide reproducible mylars and updated CAD disks to the State that reflect such changes. The mylars and CAD disks shall become the property of the State;
 8. fully cooperate with the Department of Public Works during the progress of the work.
- C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Engineer, the Engineer may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Engineer shall be determined by the Commissioner.

VIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Engineer's address as furnished to the State by the Engineer for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Engineer shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Engineer shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Engineer to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Engineer shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Engineer to fulfill his contract obligations it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Engineer shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Engineer is a sole proprietor and the Engineer should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Engineer's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Engineer. In such event, the Engineer shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Engineer's address as given to the State by the Engineer for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Engineer as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Engineer shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Engineer pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Engineer and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Engineer should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

X. CONFIDENTIALITY OF DOCUMENTS

- A. The Engineer agrees on behalf of the Engineer and the Engineer's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other

documents to the extent necessary for the performance of the Engineer's work and duties under this contract. This limitation on use applies to those items produced by the Engineer, as well as to those items received by the Engineer from the Department of Public Works or others in connection with the Engineer's work and duties under this contract.

- B. The Engineer further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
- C. The Engineer further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

XI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, SEXUAL HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Engineer." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes, as revised.

- A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sub-Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide

each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Connecticut General Statutes Sub-Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sub-Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sub-Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and Section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. **Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

1. The contractor agrees to abide by such Executive Orders.

2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.

4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

D. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached to this contract as Exhibit B). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

E. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."

F. **CAMPAIGN CONTRIBUTION RESTRICTION PROVISION**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment {SEEC Form 11}.

XII. LARGE STATE GOVERNMENT CONTRACTS

If the Engineer is a large state contractor, the Engineer shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

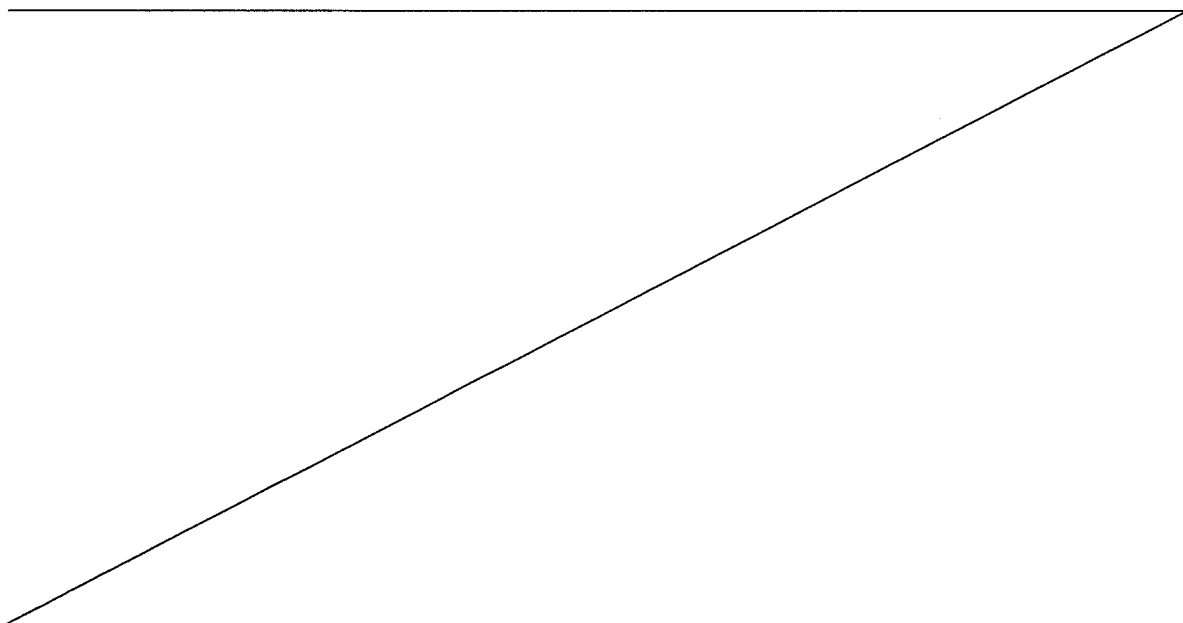
- A. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.
- B. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XIII. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Engineer shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

XIV. SOVEREIGN IMMUNITY

Nothing in this contract shall be construed as a waiver or limitation upon the State's sovereign immunity. To the extent this article is found to be inconsistent with any other part of this contract, this article shall control. This article of the contract shall survive the completion and/or termination of this contract.



NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P A 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban"

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.